



## **Exhibitor Agreement**

### I. Introduction

- A. Institute for International Medicine (INMED), herein called "Conference", shall, from time to time, procure financial support for an event from organizations, herein called "Exhibitor" with an interest in exhibiting at an event.
- B. These rules and regulations are drafted to provide safety and convenience to all parties involved and to ensure compliance with the Accreditation Council for Continuing Medical Education's [Standards for Integrity and Independence in Accredited Continuing Education](#).
- C. This list is by no means exhaustive, and any subject matters not covered in this list will be determined by the conference coordinator.

### II. Location of Exhibits

- A. Conference reserves the right to make modifications as deemed necessary to adjust the floor plan at any time to meet the needs of the exhibit, the exhibitors, or the event.
- B. Location of exhibits will be determined by exhibitor tier, timing of payment, and/or name of exhibiting organization.

### III. Care of Building and Equipment

- A. Exhibitors or their associates must not damage the building, the exhibit space, or the equipment of the exhibit space.
- B. Nothing shall be posted on, tacked, nailed, screwed, or otherwise attached to walls, floors, or other parts of the building or furniture, unless authorized by conference management.
- C. If damage results from such use, the exhibitor is liable to the Conference.

### IV. Installation and Dismantling

- A. It is the responsibility of each exhibitor to install and dismantle the exhibit on day of conference or during designated Exhibitor installation / dismantling times.
- B. Transportation and insurance of displays are the responsibilities of the exhibitor.
- A. INMED advises all conference exhibitors to hand deliver their exhibit

displays.

V. Badges

- A. Each organization will be issued badges for their representatives, if applicable.

VI. Mailing Lists

- A. Exhibitors may compile a mailing list by direct solicitation of persons visiting their booths; however, compiling a mailing list of conference attendees from any other source is strictly prohibited.

VII. Liability

- A. Neither the Conference, nor its officers, directors, agents, nor employees are liable for any damages or losses that may occur to an exhibitor, or to an exhibitor's employees or property, from any cause whatsoever.
- B. The exhibitor, on agreeing to this document, agrees to hold forever harmless the Conference from any and all liability, claims, losses, and expenses for personal injury, accident, property damage, or loss arising out of, in, at, or in connection with the exhibitor's display, including losses arising from cancellation of the conference.

VIII. Restrictions

- A. The Conference reserves the right to restrict exhibits that are or become objectionable because of noise, method of operation, materials, or for any other reason, and also to prohibit or to evict any exhibit that, in the opinion of the Conference, may detract from the general character of the conference as a whole.
- B. In the event of such a restriction or eviction, the Conference will not be liable for any refunds or other exhibit expenses.

IX. Sales

- A. Exhibitors are permitted to make sales in the exhibit area only.
- B. Obtaining the appropriate licenses and/or permits as required by law, collecting and remitting sales tax, and complying with any other legal business requirements are solely the responsibility of the exhibitors.
- C. Any items or services being sold must receive prior approval, in writing, from the Conference.

X. Solicitations

- A. INMED will not provide Exhibitor a list of attendees or attendee contact

information.

XI. Security

- A. The Conference will not provide security. Therefore, exhibitors are solely responsible for their own exhibit materials and should insure their exhibit against loss or damage from theft, accident, vandalism, fire, or other causes.

XII. Use of Space

- A. All demonstrations or other promotional activities must be confined within the limits of the exhibit space. There must be sufficient space remaining to contain conference attendees visiting the booth to participate in such activities. Exhibitors may not move any furniture without prior consent of the Conference.
- B. Exhibitors shall not assign, sublease, or share the allotted space without the knowledge and consent of the Conference. Exhibited items are limited to goods manufactured or distributed by the exhibitor in its regular course of business. An organization not purchasing exhibit space will not be permitted to solicit business during the conference.
- C. Interference with the light and/or space of other exhibitors is prohibited. The Conference reserves the right to require an exhibitor to alter an exhibit on site. Necessary changes shall be made at the exhibitor's expense and are subject to the approval of the Conference.

XIII. Compliance with ACCME [Standards for Integrity and Independence in Accredited Continuing Education](#)

- A. Exhibitors shall be considered "ineligible companies" (companies that are ineligible to be accredited in the ACCME System are those whose primary business is producing, marketing, selling, re-selling, or distributing healthcare products used by or on patients); as such, Conference shall make all decisions regarding the receipt and disbursement of the commercial support.
- B. Arrangements to allow ineligible companies to market or exhibit in association with accredited education must not:
  - i. Influence any decisions related to the planning, delivery, and evaluation of the education.
  - ii. Interfere with the presentation of the education.
  - iii. Be a condition of the provision of financial or in-kind support from ineligible companies for the education.
- C. Marketing, exhibits, and nonaccredited education developed by or with influence from an ineligible company must not occur in the educational

space within thirty minutes before or after an accredited education activity. Activities that are part of the event but are not accredited for continuing education must be clearly labeled and communicated as such.

XIV. Financial Terms and Conditions

- A. Payment for the Exhibit is due in full prior to the start of the educational activity.
- B. No refunds will be issued for cancellations. All no-shows will be ineligible to exhibit in future associated conferences for 12 months.

XV. Entire Agreement

- A. It is understood that there are no oral agreements between the Conference and Exhibitor hereto affecting this agreement, and this agreement supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements, or understandings, if any, between the parties.